

51-790

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until December 31, 19 2015.

Lots 1 through 69 and 70 through 116 inclusive, in Oak Hills of Papillion, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

D. No structures of any kind shall be commenced, erected, placed, or permitted to remain on any lot unless and until at least two copies of complete plans and specifications therefor and the plot plan showing location and elevations of structures and both existing and finish grades have been submitted to and received prior written approval of the undersigned Oak Grove, Inc. (herein called "Developer") as to exterior design, exterior materials and colors, location and design of fences, type of driveway construction, grading elevations, landscape plan, location of structures on premises and compliance with these covenants. One copy of said plans shall be retained by the Developer and the approved copy delivered to the owner. If Developer fails to either give written approval or disapproval of a submitted design within thirty days after submission of the required plans, specifications and plot plan for a specific lot, then such failure shall be deemed to be an approval of such plans for said specific lot. No outside radio, television, or electronic antenna or aerial shall be erected or placed on any lot or upon any structure erected thereon, without the prior written approval of the Developer. No outside above-ground or uncovered trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any lot. All fuel or other storage tanks must be buried beneath ground level.

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790 P. 1. P. 4. 10. 0. 2 34

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until December 31, 1925.

Lots 1 through 69 and 70 through 116 inclusive, in Oak Hills of Papillion, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.

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E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. On corner lots the walks shall be extended to the curb lines to provide access to the streets.

F. The following building restrictions for single-family dwelling shall apply to said lots:

- (1) A minimum of 1200 square feet of finished living areas exclusive of open porches, breezeways and garages shall be required for each dwelling.
- (2) The following lot minimums shall apply: Minimum area of building plot: 8500 square feet. Minimum front yard: 30 feet. Minimum side yard for main residential structure: 10 feet to side lot lines and 15 feet to the side street lines for corner lots. Minimum rear yard for main residential structure: 30 feet.
- (3) Notwithstanding the provision of this Paragraph No. F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Adjustment of the City of Papillion, Nebraska, shall determine and permit a lesser area of distance.

WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these covenants this first day of November, 1978.

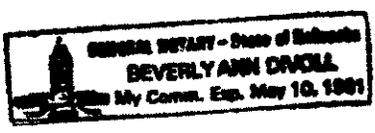
OAK GROVE, INC.

By: Harold E. Grove



STATE OF NEBRASKA) On the day and year last-above written, before  
)ss. me, the undersigned a Notary Public in and for  
COUNTY OF DOUGLAS) said County, personally came HAROLD E. GROVE,  
President of Oak Grove, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.



Beverly Ann Droll  
Notary Public



persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.

Violet L. Shradar  
NOTARY PUBLIC

My Commission Expires:  
2-15-1983



KNOW ALL MEN BY THESE PRESENTS:

That HENRY T. PETERSEN of the County of Sarpy and State of Nebraska, ("Grantor(s)") for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by grantee as hereinafter set out and expressed, do hereby GRANT, REMISE, and RELINQUISH unto Northern Natural Gas Company, a corporation, operating as PEOPLES NATURAL GAS division, the right, privilege, and easement to construct, erect, maintain and operate a district regulator station, and appurtenances thereto, upon the following described lands situated in the County of Sarpy, and State of Nebraska, to-wit:

Tax Lot 29 Ex 165' of E 150'

Sec 27, T14, R12E 4.15

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PAGE 344 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY NEB. 325

TO HAVE AND TO HOLD unto said Northern Natural Gas Company, a corporation, operating as PEOPLES NATURAL GAS division, its successors and assigns, so long as such regulating station and appurtenance thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee.

It is agreed that the regulator, valves, buildings, and appurtenances thereto, to be constructed upon the above described lands shall not become affixed to the realty in the sense of permanent fixtures forming part of the freehold, but that they shall remain personal property, with the right of removal by the grantee as herein provided.

As a further consideration for this grant, the grantee herein agrees that it will pay to grantors any damages which may arise to growing crops, trees, shrubbery, fences, or buildings from the construction, maintenance or operation of said regulating station, provided, however, that the grantee shall not be liable for damages, either recurrent or otherwise, which shall arise solely from the deprivation of grantor's use of the area of said real estate upon which said regulating station may be erected.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 20<sup>th</sup> day of June, 1973.

WITNESS

GRANTOR(S)

Henry T. Petersen  
Gaul Kraper

Henry T. Petersen  
Mrs Henry T. Petersen

STATE OF Nebraska }  
COUNTY OF Sarpy } SS

On this 20<sup>th</sup> day of June, A.D., 1973, before me the undersigned duly commissioned and qualified authority in and for said county and state, personally came Henry T. Petersen & Mrs Henry T. Petersen to me known to be the identical person(s) whose name is subscribed to the foregoing instrument as Grantor(s) and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

MICHAEL M. GRECO  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
Aug. 6, 1975  
My Commission Expires  
6 August 1975

Michael M. Greco  
Notary Public in and for  
Sarpy County Nebraska

Rec# 027966 ✓